



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number: <u>060258</u>	RFP Title: VEGETATION EVALUATION IN MOOSE AND MULE DEER HABITAT
RFP Response Due Date and Time: <u>5/24/06</u> <u>2:00</u> , Local Time Mountain Standard	Number of Pages: <u>25</u>

ISSUING AGENCY INFORMATION	
Procurement Officer: <u>Sally Byrd</u>	Issue Date: <u>5/08/06</u>
<u>Fish Wildlife and Parks</u> <u>P O Box 200701</u> <u>1420 E 6th Ave</u> <u>Helena MT 59620</u>	Phone: <u>406-495-3249</u> Fax: <u>406-495-3253</u> TTY Users, Dial 711 Website: http://www.fwp.mt.gov/

INSTRUCTIONS TO OFFERORS	
Return Proposal to: MONTANA DEPT. FISH, WILDLIFE AND PARKS <u>Purchasing Unit</u> <u>P O Box 200701</u> <u>1420 E 6th Ave</u> <u>Helena MT 59620</u>	Mark Face of Envelope/Package: RFP Number: <u>060258</u> RFP Response Due Date: <u>5/24/06</u> Special Instructions:
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

Instructions for Using this RFP Template

- Insert appropriate information when requested in areas that appear in red. (As you insert information, change font color from red to automatic, unbold, and delete underlining, if appropriate.) Most of the text in this RFP Template, excluding titles and section headings, is in an Arial 11 font size.
- Decide which optional paragraphs are needed and delete those not needed. **DO NOT USE THE AUTONUMBERING OR TABLE OF CONTENTS GENERATION FEATURES.** Change paragraph numbering and page numbers throughout the document, including the Table of Contents, as necessary to accommodate material that has been added or deleted.
- **Delete this text box and page when the RFP is ready to issue by clicking on the text box boundary, pressing delete, and deleting the section break on this page.**

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the agency’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the FWP’s website for RFP addenda.** Before submitting your response, check the State’s website at <http://www.fwp.mt.gov/> under public notices to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	<u>5/08/06</u>
Deadline for Receipt of Written Questions	<u>5/16/06</u>
Deadline for Posting of Written Responses to the State's Website	<u>5/18/06</u>
RFP Response Due Date	<u>5/24/06</u>
Intended Date for Contract Award	<u>6/1/06</u>

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Fish, Wildlife & Parks, (hereinafter referred to as "the State") is seeking a contractor to provide vegetation evaluation in moose and mule deer habitat. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of two years beginning April 2006 and ending September 2007. Renewals of the contract, by mutual agreement of both parties, may be made at 2-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of Five years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Sally Byrd, Fish Wildlife and Parks, Purchasing Officer**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Sally Byrd
Address: P O Box 200701, 930 Custer Ave, Helena MT 59620
Telephone Number: 406-495-3249
Fax Number: 406-495-3253
E-mail Address: sbyrd@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **May 16th, 2006 at 2:00 p.m.**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **May 18th, 2006** to all questions received by **May 16th, 2006 at 2:00 p.m.**. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://www.fwp.mt.gov>, under public notices, by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address non-material requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.5.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to section number 4 is required.

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.6.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and 3 copies** to Fish, Wildlife and Parks Purchasing Unit, P O Box 200701, 930 Custer Ave, Helena MT 59620. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP 060258. ***Proposals must be received by the Purchasing Unit of Fish, Wildlife and Parks prior to 2:00 p.m., local time(mountain standard time), May 24th, 2006. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer, Sally Byrd, 406-495-3249.***

1.6.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.mt.gov/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to **Helena**, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.6 Best and Final Offer. The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.

2.3.8 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

2.3.9 Contract Negotiation. Upon issuance of the "Request for Documents Notice," the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or

information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.10 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation. A formal contract utilizing the Contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

3.0 OVERVIEW

The STATE OF MONTANA, Fish, Wildlife & Parks, (hereinafter referred to as “the State”) is seeking a contractor to provide vegetation evaluation in moose and mule deer habitat within Montana.

DEPARTMENT RESPONSIBILITIES:

Department will provide locations of sites and initial trip with Contractor to sites.

Sites for moose will be on Mt. Haggin Wildlife Management Area in Region 3 and Middle Fork of Rock Creek below Moose Lake in Region 2. As time and funding permits, the Habitat Bureau Chief may choose additional sites.

Sites for mule deer will be a portion of Cherry Creek Census Area in Region 7 and a portion of the Weaver Ranch in Region 6. Additional locations for mule deer may be Bitter Creek in Region 6, Box Elder Creek in Region 7 and Fleecer Wildlife Management Area in Region 3.

Department will provide protocol for moose browse and mule deer habitat inventory. Department will be available to answer questions about these protocol.

Department will provide Statewide Browse Report #1 and #2; Browse Evaluation by Analysis of Growth Form Volume 1 and accompanying Data Book, and other appropriate publications as determined by Contractor and Habitat Bureau Chief.

3.1 CONTRACTOR RESPONSIBILITIES:

3.1 Contractor will evaluate condition and status of moose and mule deer habitat in sites chosen by Montana Fish, Wildlife & Parks.

3.1.2 Contractor will follow moose browse inventory protocol as provided by Montana Fish, Wildlife & Parks.

3.1.3 Contractor will follow mule deer habitat inventory protocol as provided by Montana Fish, Wildlife & Parks.

3.1.4 Contractor will provide all personnel, supervision, materials, supplies, tools, equipment, and transportation necessary to complete the inventories.

3.1.5 Provide photo documentation, which must be time-dated; of vegetation types, as fits the moose evaluation and the mule deer habitat evaluation. The location and direction of each photo must be noted on photo or on the topographical map so that other individuals can repeat such inventory. Keep G.P.S. routes and down load to all topographical or similar maps.

3.1.6 For each habitat evaluation site, the contractor will produce computer generated maps of 8.5” x 11” or 11” x 17” The map must indicate geographic location by township, range and section. The map(s) must show entire study site and be a scale of 1:12,000.

3.1.7 All computer files from which the maps, photos, tables, narrative were generated must be presented to FWP at end of product. Five complete copies of final report must be supplied. Tables and text must be in Microsoft Word. Map/GPS files must be provide on a CD and be compatible with all topographical or similar software. Pictures must be in .tif format.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE “(OFFEROR’S NAME) UNDERSTANDS AND WILL COMPLY” IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.1.1 Reports and References.

REPORTS Offeror shall provide a minimum of 2 Peer Reviewed Scientific Reports that are using skills of the type proposed in this RFP.

REFERENCES Offeror shall provide a minimum of 2 references preferably within the last 5 years. The references may include state government or universities. References must be where the offeror used services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Ability to Meet Supply Specifications. Offeror shall describe in detail its ability to meet the following supply specifications:

1. Needs an intimate knowledge of Montana Flora. Identification of plants by seed, flower or woody parts is necessary, particularly a high level of knowledge of Riparian species, especially Willow species and the subspecies of Big Sagebrush.
2. A thorough understanding of landscape level plant community classification systems, particularly Mueggler and Stewart (1980) for grasslands; Pfister et al (1977) for forests and Hansen et al (1995) for riparian.
3. Contractor must be able to distinguish between deer, antelope, elk and moose fecal droppings.

4. It is essential the contractor be familiar with and have experience using the MFWP browse evaluation methods described by Keigley and Frisina (1998). The contractor must also have a high experience level at discerning visually the influence of browsing on shrubs.
5. The contractor must have a high level of experience at collecting data in a way that is conducive to publishing the information in scientific reference sources

4.1.4 Method of Providing Services. Offeror shall provide a description of a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3. Offeror must specifically address each of the following requirements as defined in this RFP:

4.1.4.1 Contractor will provide all personnel, supervision, materials, supplies, tools, equipment, and transportation necessary to complete the inventories.

4.1.4.2 Provide photo documentation, which must be time-dated; of vegetation types, as fits the moose evaluation and the mule deer habitat evaluation. The location and direction of each photo must be noted on photo or on the topographical map so that other individuals can repeat such inventory. Keep G.P.S. routes and down load to all topographical or similar maps.

4.1.4.3 For each habitat evaluation site, the contractor will produce computer generated maps of 8.5" x 11" or 11" x 17" The map must indicate geographic location by township, range and section. The map(s) must show entire study site and be a scale of 1:12,000.

4.1.4.4 How many evaluation sites can you provide in addition to the minimum of two for moose and two for mule deer?

SECTION 5: COST PROPOSAL

The budget for this two-year project is:

FY2006: Moose Browse Survey \$10,000.
Mule Deer Landscape Survey \$10,000.

FY2007: Moose Browse Survey \$10,000
Mule Deer Landscape Survey \$10,000

Proposal must include all expenses associated with this contract i.e. travel, overnight expenses, report production, map production and photographs.

Project Price Per Year: \$ _____ 2006

\$ _____ 2007

Vendor Printed Signature _____

Vendor Signature: _____

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 1000 points.

The **References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response covers areas not originally addressed within the RFP and includes additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (85-94%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-84%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (0-59%): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

References			10% of points for a possible 100 points
Category	Section of RFP		Point Value
A. References (Complete Contact Information Provided)	4.1.1		100

Resumes/Company Profile and Experience			15% of points for a possible 150 points
Category	Section of RFP		Point Value
A. Years of Experience	4.1.2		50
B. Past Projects	4.1.2		50
C. Staff Qualifications	4.1.2		50

Ability to Meet Supply Specifications			45% of points for a possible 450 points
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Category	Section of RFP	Point Value
A. Needs an intimate knowledge of Montana Flora. Identification of plants by seed, flower or woody parts is necessary, particularly a high level of knowledge of Riparian species, especially Willow species and the subspecies of Big Sagebrush.	4.1.3	90
B. A thorough understanding of landscape level plant community classification systems, particularly Mueggler and Stewart (1980) for grasslands; Pfister et al (1977) for forests and Hansen et al (1995) for riparian.	4.1.3.	90
C. Contractor must be able to distinguish between deer, antelope, elk and moose fecal droppings.	4.1.3	90
D. It is essential the contractor be familiar with and have experience using the MFWP browse evaluation methods describe by Keigley and Frisina (1998). The contractor must also have a high experience level at discerning visually the influence of browsing on shrubs.	4.1.3	90
E. The contractor must have a high level of experience at collecting data in a way that is conducive to publishing the information in scientific reference sources	4.1.3	90

Method of Providing Services		10% of points for a possible 100 points
Category	Section of RFP	Point Value
	4.1.4	
A. Ability to provide all personnel, supervision, materials, supplies, tools, equipment, and transportation necessary to complete the inventories.		25
B. Ability to provide photo documentation, which must be time-dated; of vegetation types, as fits the moose evaluation and the mule deer habitat evaluation.		25
C. Ability to produce computer generated maps of 8.5" x 11" or 11" x 17" at a scale of 1:12,000.		25
D. How many evaluation sites can vendor provide?		25

Cost Proposal		20% of points for a possible 200 points	
Category		Section of RFP	Point Value
A.	COST	5.0	200

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost is 20. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 20 points, Offeror B would receive 13.4 points ($\$20,000/\$30,000 = 67\% \times 20 \text{ points} = 13.4$).

Lowest Responsive Offer Total Cost

_____ x Number of available points = Award Points

This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in

Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: The laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 7/05

APPENDIX B: CONTRACT

1. Parties
2. Effective Date, Duration and Renewal
3. Cost/Price Adjustments (Optional)
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer and Subcontracting
8. Hold Harmless/Indemnification
9. Required Insurance (Optional)
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
12. Contract Termination
13. Liaison and Service of Notices
14. Meetings
15. Contractor Performance Assessments (Optional)
16. Transition Assistance
17. Choice of Law and Venue
18. Scope, Amendment and Interpretation
19. Execution

(INSERT PROJECT TITLE)
(CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana Fish, Wildlife and Parks, (hereinafter referred to as "the State"), whose address and phone number are PO Box 200701 Helena, MT 59620, **406-444-3677** and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on **June 1, 2006, or upon contract execution** and terminate on **September 30, 2007**, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in 2-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 5 years.

3. COST/PRICE ADJUSTMENTS

3.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following Contract will evaluate condition and status of moose and mule deer habitat in sites chosen by Montana Fish, Wildlife & Parks. Contractor will follow moose browse inventory protocol as provided by Montana Fish, Wildlife & Parks. Contractor will follow mule deer habitat inventory protocol as provided by Montana Fish, Wildlife & Parks. Contractor will provide all personnel, supervision, materials, supplies, tools, equipment, and transportation necessary to complete the inventories. Provide photo documentation, which must be time-dated; of vegetation types, as fits the moose evaluation and the mule deer habitat evaluation. The location and direction of each photo must be noted on photo or on the topographical map so that other individuals can repeat such inventory. Keep G.P.S. routes and down load to all topographical or similar maps. For each habitat evaluation site, the contractor will produce computer generated maps of 8.5" x 11" or 11" x 17" The map must indicate geographic location by township, range and section. The map(s) must show entire study site and be a scale of 1:12,000. All computer files from which the maps, photos, tables, narrative were generated must be presented to FWP at end of product. Five complete copies of final report must be supplied. Tables and text must be in Microsoft Word. Map/GPS files must be provide on a CD and be compatible with all topographical or similar software. Pictures must be in .tif format.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the vegetation evaluation in moose and mule deer habitat to be provided, the State shall pay according to the following schedule: Contractor may submit bills monthly. Final payment will be made after the receipt of the final report.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$300,000** per occurrence and **\$600,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

9.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

9.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

9.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.8 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the Sally Byrd, Montana Fish, Wildlife, and Park, PO Box 200701 Helena, MT 59620. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 2005 Montana Laws, chapter 448, section 1, and sections 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to Sally Byrd, Montana Fish, Wildlife, and Park, PO Box 200701 Helena, MT 59620, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. CONTRACT TERMINATION

12.1 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least 30 days prior to the effective date of termination.

12.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).)

13. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Steve Knapp will be the liaison for the State.
PO Box 200701
Helena, MT 59620
Telephone: (406) 444-4717
Fax: (406) 444-4952
E-mail: sknapp@mt.gov

_____ will be the liaison for the Contractor.
(Address):
(City, State, ZIP):
Telephone:
Cell Phone:

Fax:
E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

14. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems may result in termination of the contract.

15. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

16. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

17. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

18. SCOPE, AMENDMENT AND INTERPRETATION

18.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP #060258, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

18.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

19. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

Fish, Wildlife and Parks
PO Box 200701
Helena, MT 59620

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)

BY: Don Childress Wildlife Division Administrator
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)
Agency: _____

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau

MOOSE HABITAT SURVEY & INVENTORY

PROBLEM: Moose habitat throughout the state is intensely browsed in many places by wild herbivores. Several of these shrub species are moose winter food. According to Thompson (2002) "Impact on browse species has altered the vegetation of some ungulate ranges, which in turn may prove to be a long-term detriment to ungulate populations. Other species depending on these browse communities may have also been impacted. Consideration for browse communities should be emphasized when managing ungulate populations." Knapp and Frisina (2001) similarly found browse plants to be intensively used at a number of study sites in Montana.

STRATEGY: Using techniques described by Keigley and Frisina (1998), Keigley et al. (2002a), Keigley et al. (2002b), and Keigley et al. (2003), install browse evaluation monitoring stations to quantify woody plant condition in moose habitat.

DESIRED RESULTS: Use the browse evaluation information as a habitat parameter in managing moose populations. More explicitly, use browse information as a tool to manage moose in balance with available habitat (Keigley et al. 2003, Keigley and Fager in press). The technique is to aid in both short-term and long-term objectives for animal populations and habitats. Evaluation schedule will depend on objectives.

VEGETATION MANAGEMENT OBJECTIVE: Browsing will not prevent young willow plants from attaining potential stature, their growth primarily limited by local environmental conditions.

ANIMAL MANAGEMENT OBJECTIVE: Follow the example of Keigley et al. 2003, summarized below, to maintain a moose population objective. *A reconstructed browsing history was used to evaluate the relationship between numbers of moose and browse trend. In HD 325 from 1976-2000, the winter trend census of moose increased from 7 to 56. The onset of intense browsing began in 1985 when 23 moose were counted. The authors concluded the moose population should be reduced by about half to relieve the browsing pressure. In 2000, the moose harvest quota was increased by 50%. Information reported by Keigley and Fager (in press) indicates a positive growth response occurred on willow plants at monitoring stations due to the increased moose harvest. (We should emphasize we are talking about the number of moose that are counted, not a population estimate.)*

HABITAT MANAGEMENT OBJECTIVE: Maintain a balance between plant health and animal population size. This objective requires monitoring the habitat and then applying strategies to maintain the balance, such as expanding habitat quantity (size); maintaining or expanding habitat quality; and/or reducing, maintaining or allowing moose population to increase.

DISCUSSION: The paper by Keigley and Fager (in press) shows that by experimentally reducing moose population size, Geyer's willow (a moose winter food source) responded with more leader growth remaining after the browsing season.

As stated in the Problem Statement above, According to Thompson (2002) "Impact on browse species has altered the vegetation of some ungulate ranges, which in turn may prove to be a long-term detriment to ungulate populations. Other species depending on these browse communities may have also been impacted. Consideration for browse communities should be emphasized when managing ungulate populations."

Therefore, it appears wise for FWP to utilize the Browse Evaluation Method to determine the condition of ungulate habitat, in this case, moose habitat.

For the next two years, FWP will:

Year One: Perform a landscape level survey similar to that described by Keigley et al. (2002a) in areas of interest. Pick a suitable number of monitoring sites following Keigley et. al (2001) and Keigley et al. (2002b). Choose areas that have good moose population survey data; pick one willow species; have support of Wildlife Manager and area Wildlife Biologist (what does this mean, be more explicit). Budget: \$10,000.

Year Two: Perform monitoring at sites designated for monitoring the previous year. Budget: \$10,000.

FURTHER WORK: If the above effort is useful to meet the stated objectives, the vegetation S&I work will continue and possibly expanded.

REFERENCES:

Keigley, R. B. and C. W. Fager. In press. Habitat-based adaptive management at Mount Haggin Wildlife Management Area. Alces.

Keigley R. B. and M. R. Frisina. 1998. Browse evaluation by analysis of growth form. Volume I: Methods for evaluating condition and trend. Montana Department of Fish, Wildlife and Parks. Helena, MT.

Keigley, R. B., C. Fager, and K. Douglass. 2001. Permanent browse monitoring stations at Mt. Haggin Wildlife Management Area. Pages 27- 35 in Knapp, S. J. and M. R. Frisina (eds.). 2001. Statewide browse evaluation. Project report no. one-July 2001. Montana Department of Fish, Wildlife and Parks. Helena, MT.

Keigley, R. B., M. R. Frisina, and C. W. Fager. 2002a. Assessing browse at the landscape level part 1: Preliminary steps and field survey. *Rangelands* 24: 28-33.

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Mule Deer Winter Range Landscape Level Habitat Survey

1. Draw the outer boundaries of the winter range area on aerial photographs or 1:24,000 topographic maps.
2. In the office, using contour lines and possible vehicle parking spots as a guide, draw a series of foot travel routes across the winter range. The goal is to achieve adequate coverage. Ideally all routes are within about ¼ mile of each other.

Habitat Description

3. Conduct a general field reconnaissance of the area to become familiar with the species of browse plants present, both preferred and less preferred browse species. With big sagebrush it is important to determine which subspecies are present.
4. Systematically walk each of the predetermined routes. While walking the routes record the travel course using a GPS. One can only attempt to walk the route as close as possible to the original plan. Things may vary when in the field.
5. While walking the route, record the dominate shrub species (for big sagebrush determine subspecies). Record the dominant herbaceous species (i.e. Idaho fescue, bluebunch wheatgrass, etc.). Mark GPS location every time the vegetation changes or every ¼ mile along the route. Never go more than ¼ mile without noting the dominant shrub and herbaceous species.
6. While walking the route, use a 3-foot surveillance area on either side of the route for making determinations of vegetation.
7. At each place where data is recorded for dominant shrub species, assess the condition of the browse plants as either ***intensely browsed*** or ***lightly browsed*** . If non-dominant browse species are present, note the taxon and assess them as ***intensely*** or ***lightly*** browsed.
8. Once the survey is completed all of the GPS locations can be plotted on a suitable base map (such as All Topo Maps V7, scale 1:24,000) along with the vegetation data. The end result will be a vegetation cover map showing the dominant browse species and corresponding herbaceous dominants, as well as a qualitative assessment of distribution of browsing intensity for both highly preferred and less preferred browse species.

Ungulate Distribution

9. Using a similar protocol to that described above, record the frequency of wild ungulate pellet groups encountered between each observation point (no more than ¼ mile between observation points). As with the vegetation assessment utilize a 3 foot area observation distance on either side of the route and make a determination by ungulate species for each pellet group encountered. Rate your observations as low, high, and moderate using the reference guide below:

Pellet Group Use Rating	
High	0-50 ft. occurrence interval between pellet groups
Moderate	50-100 ft. occurrence interval
Low	1 pellet group at a 100 ft. trace occurrence interval
Limited	no pellet groups noted

Figures 1, 2, and 3 illustrate the end product of the survey for ungulate distribution on Fleecer WMA (Frisina 1981). Using data from the Habitat Description portion of this survey one can produce similar maps showing general browse use, distribution of shrubs by species, and general vegetation cover map for the area. The approach I am proposing is a modification of an ungulate distribution survey method described by Cole (1975).

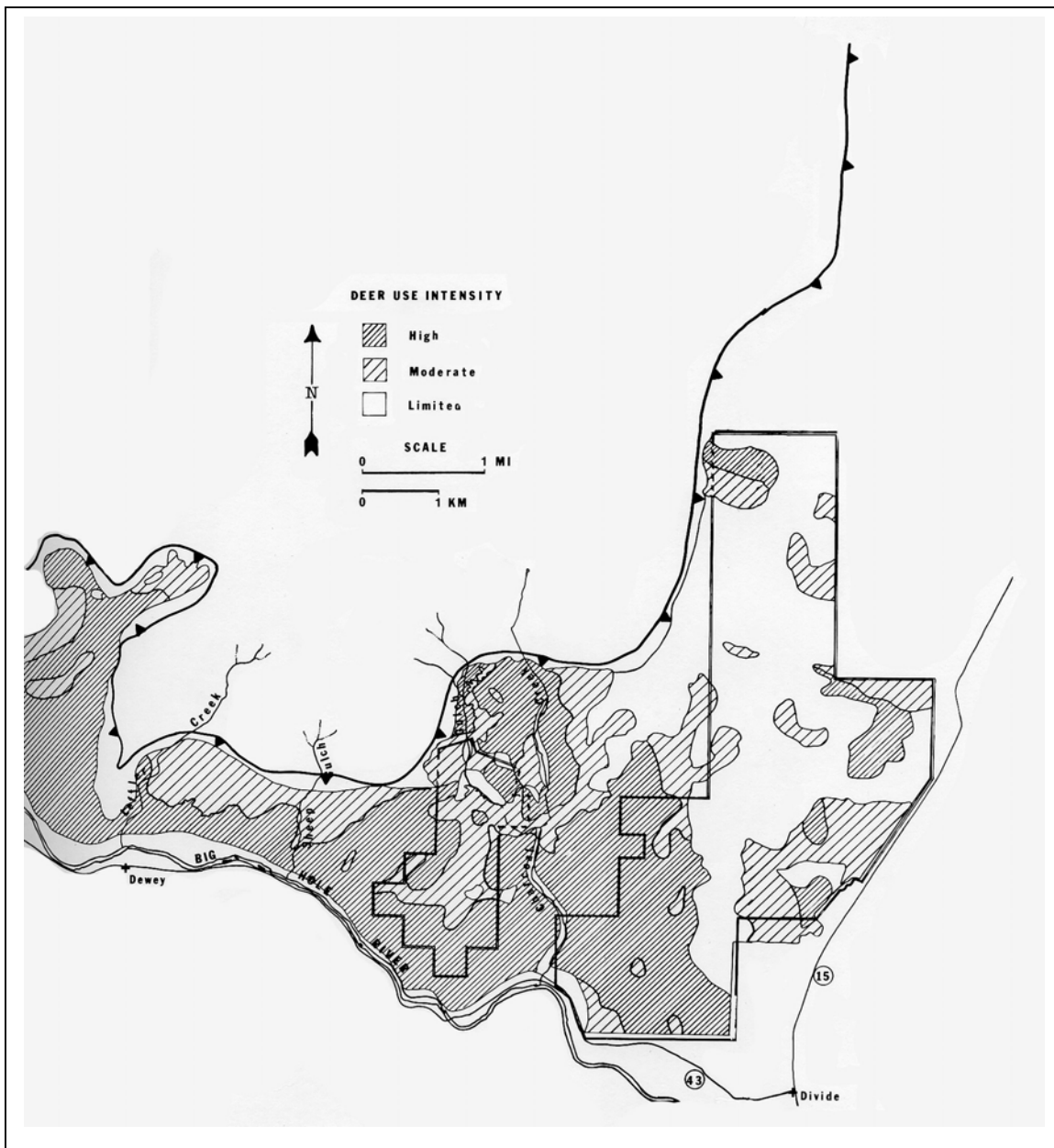


Figure 1. Winter distribution of mule deer on Fleece WMA based on distribution of pellet groups. As presented in Frisina (1981). Data collected 1979.

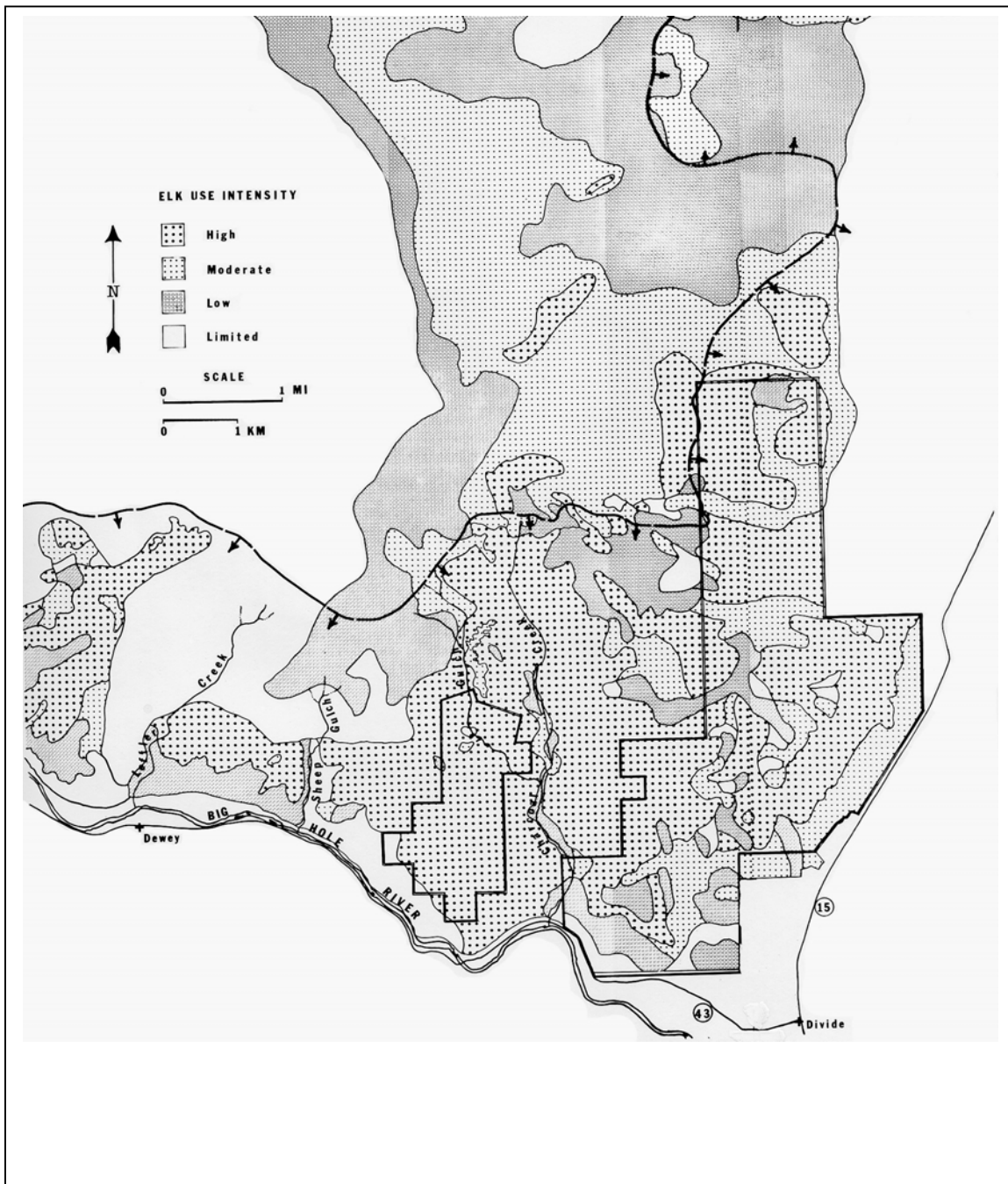


Figure 2. Winter distribution of Rocky Mountain elk on Fleece WMA based on distribution of pellet groups. As presented in Frisina (1981). Data collected 1979.

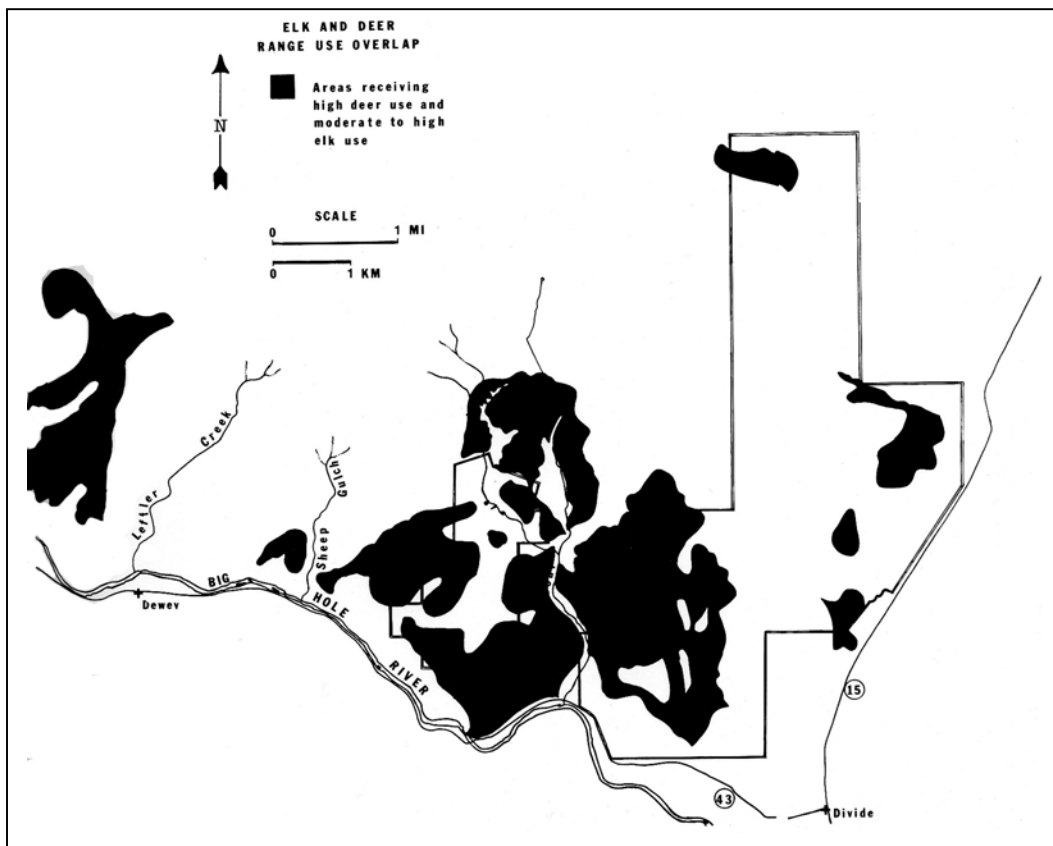


Figure 3. Winter overlap in elk and mule deer distribution on Fleece WMA based on distribution of pellet groups. As presented in Frisina (1981). Data collected 1979.

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